



County of Los Angeles CHIEF EXECUTIVE OFFICE

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WILLIAM T FUJIOKA
Chief Executive Officer

April 8, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES: REQUEST FOR DELEGATED
AUTHORITY TO PURCHASE ADOPTIVE PLACEMENT SERVICES FROM OUT-OF-STATE
AGENCIES
(ALL SUPERVISORIAL DISTRICTS) – (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of the Department of Children and Family Services (DCFS), or her designee, to purchase post-placement and adoption finalization services from private, out-of-state licensed agencies for adoptive placement of children in foster care using purchase of service agreements in substantially similar form to the attached. The estimated annual cost for these services for about 30 children each year for out-of-state adoptive placements is approximately \$210,000 annually. The cost of these services is financed using the Title IV-E Waiver funding which is 68.8 percent Federal/State funding and 31.2 percent net County cost (NCC). Sufficient funding is included in the fiscal year (FY) 2007-08 Adopted Budget.
2. Exempt the attached form purchase of service agreement from having the following standard terms and conditions: compliance with jury service program; consideration of hiring County employees targeted for layoff or re-employment list; consideration of hiring GAIN/GROW program participants; participation in local-small business enterprise prompt payment program; contractor's acknowledgment of County's commitment to the safely surrendered baby law; contractor's warranty of adherence to County's child support compliance program; County's quality assurance plan; nondiscrimination and affirmative action; notice to employees regarding the federal earned income credit; notice to employees regarding the safely surrendered baby law; the use of recycled bond paper; the contractor obligation to notify the County when it is within six months from expiration of term; termination for breach of warranty to maintain child support compliance; termination for improper consideration; termination for non-adherence of County lobbyist ordinance; contractor's charitable activities compliance; and, contractor's obligations under the Health Insurance Portability and Accountability Act (HIPAA).

Board of Supervisors
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First District

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Third District

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Historically, DCFS has acquired these services through purchase orders under the Internal Services Department's (ISD) delegated authority. As you know, ISD has delegated authority to purchase sundry services up to the statutory limit of \$100,000 over the life of the services. These services can no longer be procured under ISD's delegated authority because the cost of these services will exceed \$100,000 in the near future.

Without your Board's approval of the recommended action, DCFS will be unable to provide these critically needed post-placement and adoption finalization services. Without the necessary services and support for out-of-state adoptive placements, DCFS will be unable to find adoptive homes for some of the neediest children and would deprive them of a permanent, loving home.

Further, as these are very small, usually one-time-only contracts with out-of-state agencies, we request that the Board exempt these point of service agreements from having the following standard terms and conditions: compliance with jury service program; consideration of hiring County employees targeted for layoff or re-employment list; consideration of hiring GAIN/GROW program participants; participation in local small business enterprise prompt payment program; contractor's acknowledgment of County's commitment to the safely surrendered baby law; contractor's warranty of adherence to County's child support compliance program; County's quality assurance plan; nondiscrimination and affirmative action; notice to employees regarding the federal earned income credit; notice to employees regarding the safely surrendered baby law; the use of recycled bond paper; the contractor obligation to notify the County when it is within six months from expiration of term; termination for breach of warranty to maintain child support compliance; termination for improper consideration; termination for non-adherence of County lobbyist ordinance; contractor's charitable activities compliance; and, contractor's obligations under HIPAA.

CONTRACTING PROCESS

It is not feasible to conduct a solicitation for these services. These are as-needed out-of-state services, and the agency selected will be the qualified local vendor willing and able to provide the services.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the principles of the countywide Strategic Plan Goal 5 (Children and Family Well-Being). Continued provision of post-placement services for out-of-state adoptive placements will give the County the opportunity to increase the number of at-risk children in foster care that will achieve permanency.

FISCAL IMPACT/FINANCING

The estimated annual cost for services for out-of-state adoptive placements is approximately \$210,000. Generally, the cost per child is between \$5,000 and \$10,000. The cost of these services is financed using the Title IV-E Waiver funding which is 68.8 percent Federal/State funding and 31.2 percent net County cost (NCC). Sufficient funding is included in the FY 2007-08 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DCFS currently has over 700 children waiting to be adopted and has used a variety of methods to search for prospective adoptive families in Los Angeles. However, for many children, DCFS needs to search outside of Los Angeles County to find an adoptive family. Children waiting to be adopted are featured on the Internet through adoption exchanges such as "AdoptUSKids" and "California Kids Connection". These children are also featured on a local television segment called "Wednesday's Child" on Fox 11 News. Families already approved for adoption from all over the country view the photos and television segments; and, if they are interested in a particular child, their home study is sent to DCFS for consideration. If appropriate, these families are then matched to the waiting child.

Once the child is legally freed for adoption from the birth parents' custody and control, he or she can be placed with an out-of-state adoptive family. Children placed out-of-state are usually the hardest to place children, as they often are medically fragile, part of a large sibling group, or have severe emotional problems. Once a child is matched with an out-of-state family, DCFS and the licensed agency enter into an agreement for the provision of post-placement and adoption finalization services that the agency provides until the adoption is finalized. This ensures the family adopting the special needs child receives the support and services needed to make the placement stable and successful. Attached is a sample purchase of service agreement used by DCFS in the past for post-placement and adoption finalization services provided by private, licensed adoption agencies throughout the country.

These agreements with out-of-state agencies help stabilize the adoptive placement and promote a successful adoption. The average number of children adopted each year is approximately 2,000. Of that number, approximately 100 are adopted by out-of-state families. About 25 percent of these children are matched with a non-relative family. The remainders are placed with relatives. Each child will receive an average of six months post-placement adoptive services.

Services provided by the out-of-state agency will include, but are not limited to: conducting a minimum of one face-to-face visit with the child and the adoptive family per month; making monthly phone contact with the DCFS social worker to provide a description of services delivered; a summary of the contacts with the child/adoptive family; a report on the child health/well-being; and any other relevant information; and, submitting quarterly written reports on services provided and placement status.

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IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will allow DCFS to enter into agreements with out-of-state private agencies for the purpose of placing children with special needs into permanent adoptive homes throughout the country. Giving permanency to these children will greatly improve the lives of children in all supervisorial districts by reducing the number of children in out-of-home care that exit the foster care system without a permanent family. It will also shorten the timelines to permanency for youth under DCFS supervision, and will particularly benefit over 9,000 children currently in non-related, out-of-home care in Los Angeles County that do not have a permanent home.

CONCLUSION

Upon approval of this request, instruct the Executive Officer/Clerk of the Board to send an adopted-stamped copy of this Board letter to:

1. Department of Children and Family Services
Service Bureau 1
4060 Watson Plaza Drive
Lakewood, California 90712
Attention: Joi J. Russell, Deputy Director
2. Department of Children and Family Services
Bureau of Finance and Administration
425 Shatto Place, Suite 300
Los Angeles, California 90020
Attention: Administrative Deputy

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:MS
GP:BM:cvb

Attachment

c: County Counsel

ATTACHMENT

County of Los Angeles
Department of Children and Family Services
Placement and Recruitment Units
532 E. Colorado Blvd.
Pasadena, CA 91101

Private Agency Name
Private Agency Street Address
CITY, STATE, ZIP
(999) 999-9999

ADOPTION SERVICES

SCOPE OF WORK

NAME OF PRIVATE AGENCY (hereinafter referred to as Provider), will assist in the placement of **NAME(S) and DOB(S) OF CHILD(REN)**, with the prospective adoptive family, **NAME OF FAMILY**, for adoption. This shall include, but is not limited to, providing adoptive placement services, post placement supervision to the family and child(ren), and maintaining contact with appropriate staff at Los Angeles County Department of Children and Family Services (hereinafter referred to as DCFS), Adoption & Permanency Resources Division. The post adoptive placement services shall include, but is not limited to, making referrals or arranging services to be provided to the child(ren) and family when needed and finalization of the adoption. A minimum of monthly face-to-face visit with the child(ren) and family is required; with more frequent face-to-face visits if problems arise.

PAYMENT TERMS

For the provision of the services described above, DCFS shall pay Providers as follows:

Maximum payment to Provider under this Agreement shall not exceed **\$ XX,XXX.00** for the service period from date of placement to Legalization/Finalization of Adoption. The breakdown of the Purchase of Services is as follows:

<u>SERVICE</u>	<u>AMOUNT DUE</u>	<u>CONDITION</u>
Adoptive Placement (half of negotiated amount)	\$ XX,XXX.00	Placement of Children
Post-Placement Supervision and Finalization (half of negotiated amount)	\$ XX, XXX.00	Minimum 6 monthly visits, quarterly reports, finalization and other services as described above.

Final Total Purchase of Service Fee **\$ XX,XXX.00**

In order to secure funding for the service fee, Provider must agree and sign this contract, and submit it (along with a copy of their license) to DCFS for processing of the Purchase Order prior to the adoptive placement of the children with the prospective adoptive family. Immediately after the adoptive placement takes place, Provider must submit an invoice, with a copy of the adoptive placement agreement, to: Sari Grant, Recruitment Administrator, Department of Children & Family Services, Adoption & Permanency Resources Division, 532 E. Colorado Blvd. Pasadena, CA 91101. DCFS will make the payment for the Adoptive Placement Fee no later than 30 days after the date of receipt of the invoice. After the finalization of the adoption or after disruption in accordance with the terms of this agreement, Provider must immediately submit an invoice for the remaining Supervision fee to the

aforementioned address. DCFS will make full payment for the Post-Placement Supervision Fee no later than 30 days after the date of receipt of the invoice. All invoices shall be subject to audit and adjustment by DCFS before and after such payment is made. Any request for reimbursement of services/items not listed on this contract must be pre-approved by DCFS. Original copies of receipts, and/or documentation of services/items for which reimbursement is being sought must be provided upon request of the Recruitment Administrator or designee.

In the event of a disruption of this adoption prior to receipt of final decree, DCFS will pay the provider according to the following payment schedule:

- 1) Placement less than 30 days: \$ **XX,XXX.XX** - Placement fee and one month of Post Placement Supervision (PP supervision fee divided by 6 months)
- 2) Placement less than 60 days: \$ **XX,XXX.XX** - Placement fee and two months of Post Placement Supervision fee.
- 3) Placement less than 90 days: \$ **XX,XXX.XX** - Placement fee and three months of Post Placement Supervision fee.
- 4) Placement less than 120 days: \$ **XX,XXX.XX** - Placement fee and four months of Post Placement Supervision fee.
- 5) Placement more than 121 days: \$ **XX,XXX.00** (Full amount).

GENERAL TERMS & CONDITIONS

1. **Disruption of the Adoption** In the event of disruption of this adoption, Provider must notify DCFS adoption worker and/or supervisor immediately by telephone contact, to be followed with a faxed documentation of the imminent situation. In such a circumstance, Provider may be asked, and if so asked, Provider will safely maintain the child(ren) for seven (7) business days if the child(ren) resides within the state of California, from the time of the request. Such maintenance may involve stays in a respite care situation, at a juvenile detention facility if police intervention is necessary or psychiatric facility, if appropriate. Respite care to be negotiated between the Recruitment Administrator or designee and Provider.

Requests for emergency removal of the child(ren) shall include an emergency status notification by phone and an explanation of the situation in writing and faxed within 48 hours of the removal request. Participants should include the treatment team from the Provider agency, DCFS staff, and any other third party representatives involved with the Provider. The purpose of the conference shall be to plan for the child(ren)'s needs and assignment of responsible parties to carry out said move with minimal disruption to the child(ren).

2. **Contacts** Provider will have at least one time per month phone contact with the DCFS adoption/case-carrying worker. These phone conversations should include, but are not limited to, a description of services delivered to the child(ren) and adoptive family, the number of contacts, who was present during the contacts, topics covered in each contact, and a report on the health and well-being of the child(ren). It is also important to note that the DCFS adoption/case-Carrying worker will be required to have monthly phone contact with the adoptive family after the placement of the children during each month prior to finalization of adoption and the termination of Juvenile Court Dependency jurisdiction.

3. **Reports** Provider will submit to DCFS quarterly reports (minimum of 2) regarding the placement, until legalization of the adoption. Reports should include, but are not limited to, a description of services delivered to the children and adoptive family, the number of contacts, who was present during the contacts, topics covered in each contact, a report on the health and well-being of the child(ren), and copies of medical, school or counseling reports etc., or if no report is available that month, a narrative

summary. The report should provide a general summary of the placement, describing concerns and progress.

4. **Critical Incidents** All major incidents involving the child(ren), shall be reported verbally and faxed as soon as possible, but no later than the next business day to the DCFS adoption/case-carrying worker. A written report describing the incident, and all actions taken or planned to be taken, must be sent within three working days to the DCFS adoption/case-carrying worker.

5. **Confidentiality** Provider agrees that the use or disclosure of any information concerning children or families served by DCFS for any purpose not directly related to DCFS or Provider's responsibilities under this agreement is strictly prohibited, except upon the express written consent of the adult about whom the use or disclosure is requested or the parent or guardian of the child(ren) about whom the use or disclosure is requested.

6. **Independent Contractor** The parties agree that Provider is an independent contractor and that nothing in this Agreement shall be construed to create any other relationship between the parties, including but not limited to, that of employee, partner, agent or representative. DCFS will not withhold any federal, state or local income tax or payroll tax from payment amount due Provider on behalf of Provider.

Provider shall be solely responsible for the payment of any local, state or federal fee or tax, including but not limited to, worker's compensation, social security, unemployment insurance and income taxes, that may be due and owing from the amount paid under this Agreement. Provider is not eligible to participate in any DCFS pension, health or other fringe benefit plan.

7. **Indemnification** Provider agrees that it will at all times during the term of this Agreement indemnify and save harmless DCFS from all losses, injuries or damages caused by the negligent, reckless or intentional acts of omissions of the Provider in rendering services pursuant to this Agreement, including payment of reasonable attorney fees and costs in the defense of any claim made by a third person incident to such negligent, reckless or intentional act or omission.

The Provider hereby assumes all responsibility for any injury to their person or damage to their property arising from the provision of the services described herein. The Provider waives and forever releases DCFS, its Board members, officers and staff from any and all claims of liability for injury or damage occurring or arising from the provision of the services described herein.

8. **Assignment** This agreement, and/or any of the rights or responsibilities it contains, may not be assigned, transferred or subcontracted to any other party without the express written consent of DCFS. Any transfer, assignment or subcontracting of this Agreement does not relieve Provider of any liabilities in this Agreement unless the express written consent of DCFS so provides. Any attempted transfer, assignment or subcontracting of this Agreement without the express written consent of DCFS shall terminate Agreement.

9. **Non-Discrimination** The Provider and DCFS shall provide all services under this Agreement in the manner appropriate to any special needs, status, or background of the client, including, but not limited to gender, race, creed, color, religion, nationality, physical or mental handicap or age.

PRIVATE AGENCY NAME

Private Agency Representatives Name
Title

DATE: _____

Los Angeles County Department of Children and Family Services
Adoption and Permanency Resources Division

Sari Grant, Recruitment Administrator
Adoption & Permanency Resources Division

Diane Wagner, Division Chief
Adoption & Permanency Resources Division

DATE: _____

DATE: _____